



**A
CHARTER
FOR
INCORPORATING AND CONFERRING POWERS
AND
GRANTING PRIVILEGES AND CONCESSIONS
UPON
HOTEL KHOSMAHAL LIMITED, 1351 T.E.
AND
FOR OTHER PURPOSES.**



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(Sd.) *B. B. K. Manikya.*

24. 1. 51. (T. E.).

**A Charter for incorporating and conferring powers
and granting privileges and concessions upon
Hotel Khosmahal Limited, 1351 T.E.
and for other purposes.**

Captain His Highness Maharaja Sir Bir Bikram Kishore Deb Barman Manikya Bahadur, K. C. S. I., Maharaja of Tripura, in Bengal, by the grace of God Ruler of the Independent State of Tripura, to all to whom these presents shall come, greeting.

Whereas the opening and maintenance of a high class hotel in the town of Agartala is deemed necessary for the convenience and benefit of the public,

And Whereas His Highness the Maharaja Manikya Bahadur of Tripura has been graciously pleased to accord his consent to the running of such a hotel in the town of Agartala,

And Whereas the persons named in this Charter are willing to arrange for the running of such a Hotel and to construct and maintain buildings and collect things necessary for the purpose and it is expedient that they should form themselves into a Private Company with limited liability (hereinafter referred to in this Charter as the Company) with power to add to their number, total not exceeding fifty, by sale of shares in the manner as hereinafter mentioned and that necessary powers should be conferred on the Company for such purposes and for the purpose of acquiring lands, constructing buildings, collecting articles making contracts with local authorities, persons and companies and others and such other works as are necessary for the purpose of running a high class hotel in the town of Agartala and generally for the purpose of the objects and provisions of this Charter,

And Whereas it is expedient that all other powers mentioned in this Charter should be conferred on the Company and that necessary provision for the same should be made as are in this Charter contained,

And Whereas by the exercise of the Prerogative of His Highness the Maharaja Manikya Bahadur of Tripura it is lawful for His Highness

the Maharaja Manikya Bahadur to grant this Charter under the seal of the Tripura Durbar to the Company for the purposes as aforesaid.

NOW & NOW YE that in pursuance of His gracious promise and by virtue of His prerogative, certain knowledge and mere motion Captain His Highness Maharaja Sir Bir Bikram Kishore Deb Barman Manikya Bahadur, K. C. S. I., Maharaja of Tripura, by these presents for Him, His heirs and successors does give, grant, make, ordain, constitute, declare and appoint and establish as follows :—

His Highness the Maharaja Manikya Bahadur of Tripura has been graciously pleased to declare and His Highness does so ordain in this Charter that until the Company incorporated herein is able to pay to its shareholders an amount of dividend equal to five per cent per annum on the paid up amount of share capital not exceeding Rupees Forty thousand only out of its net profits earned in any one year, such sums as would be necessary either for the payment of the whole of such dividend in such year, and of the balance of running expenditure, if any, in case the earning of the Company be not sufficient to meet the whole of such running expenditure in such year, or the balance to make up such dividend in such year would be guaranteed and paid by the State of Tripura out of the funds of the State of Tripura, subject only to this that such guarantee shall extend to a period of Twenty years certain from the date of first of Baisakh, 1349 T. E., and that the extent of the liability of the said State funds in respect of such guarantee shall only extend (in case the Company is unable to pay the same from its own earnings and profits) to the payment of the difference between the amount which the Company is able to pay out of its earnings after meeting all running expenditure (which expression "Running expenditure" shall mean and include the money required for repair and replacement of furniture, cutleries, crockies, curtains, radio, gramophone with records, refrigerator, electric fittings, electric bulbs and fans, tablefans, electric charges, mosquito curtains, mattresses and other materials for beds and beddings, land revenue, Municipal and other charges, advertisement costs, lease for foreign liquor, remuneration and dress of the employees and all other establishment and such like other charges including stationery postage, telegrams printing etc.) and such dividend and the balance of running expenditure if any and of five percent due upon the said paid up share capital of the Company by way of annual dividend—

Provided that in order to get the benefit of this guaranteed dividend the Board of Directors of the Company shall prepare a budget of income and expenditure every year and submit a copy of the said budget to the Minister, Tripura State, but if any item of the budget is objected to by the Director nominated by the State of Tripura under section 31 of this Charter or by the representative of Nijtahabil Office nominated under section 51 of this Charter as a Director of the Company, then the matter relating to that particular item shall be placed before the *Mantri Parishad* of the State and the decision of the said

Parishad shall be final and conclusive as regards that particular item of the budget :

Provided also that on the completion of the nineteenth year from the date of 1st Baishakh, 1349 T. E., the State of Tripura shall have the option and shall be entitled after giving to the Company one Tripura Calendar year's notice of its intention to do so, to purchase the business, the buildings, assets, stock in trade and other materials for the purpose of the business then belonging to the Company at a price for only the buildings to be determined at the time of the expiry of the period of such notice, by an expert selected by the State of Tripura and the Company, and that the State of Tripura shall have to pay nothing in excess of the value of the buildings only at the time for the purchase of the entire properties of the Company including its good will :

Provided further that upon such exercise of the option to purchase as aforesaid by the State of Tripura the purchase price paid by the State as well as the Reserve fund, if any, of the Company at the time of the expiry of the period of such notice as aforesaid shall be distributed amongst the shareholders of the Company (including the State of Tripura if holding shares of the Company) at that time registered as such in the books of the Company in proportion to the paid up value of the shares held by them respectively.

And further His Highness the Maharaja Manikya Bahadur has been graciously pleased to ordain that the State of Tripura will have full power of supervision over the annual profit, expenditure and accounts of the Company incorporated herein, in the manner as herein contained and in the manner formulated and dictated by His Highness from time to time.

And further His Highness the Maharaja Manikya Bahadur has been pleased to ordain that the State of Tripura, shall forthwith purchase the fully paid up shares of the Company of the value equal to the amount of Nazar payable to the State by the Company for the settlement of land in permanent right for the above mentioned purpose of running a Hotel in lieu of the Cash money to be paid for Nazar, but in adjusting the same if it is found that after converting the dues to the State into fully paid up shares a balance falling short to cover one fully paid up share still remains to be settled, then such amount shall be paid by the Company in cash to the State of Tripura.

And for the purpose as above and of incorporation of the said Company and for proper working of the same as hereinbefore and hereinafter mentioned His Highness the Maharaja Manikya Bahadur of Tripura, ordains, grants, constitutes, declares, appoints and establishes this Charter in the terms as follows :—

1. This Charter shall be known and be cited as the Charter for the incorporation of Hotel Khosmehal Limited and the provisions contained herein shall come into operation with retrospective effect from 1st Baishakh, 1349 T. E.

2. The name of the Company shall be Hotel Khosmahan Limited.
3. The Registered Office of the Company shall be situated at Agartala in the State of Tripura, in Bengal.
4. The objects for which the Company is incorporated are :—
 - (a) To establish hotels, restaurants, manufactories and shops in Agartala or elsewhere as may be determined, and to erect, purchase or lease all necessary buildings for the purpose thereof ;
 - (b) To carry on the business of hotelkeepers, lodginghouse keepers, wine, beer and spirit merchants, sodawater and other aerated water dealers and manufacturers, bakers, confectioners, livery stable keepers, book-sellers, stationers, printers, provisioners, purveyors, hair-dressers, perfumers, drapers, outfitters, tailors, ice-suppliers and manufacturers, tobacco and cigar merchants and general dealers and any other business or businesses calculated to facilitate or further the general objects of the Company.
 - (c) To buy and sell goods, stores, consumable articles, chattels and effects, of all kinds both wholesale and retail.
 - (d) To carry on the business of restaurant proprietors and for that purpose to buy and sell comestibles, wine, spirits and beverages of all kinds.
 - (e) To manufacture, sell, deal and trade in all goods articles and things usually dealt in by provision dealers, oilmen, confectioners provisioners, warehousemen and the like.
 - (f) To purchase or otherwise acquire and undertake all or any of the business, property and liabilities of any person or Company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purpose of this Company.
 - (g) To purchase, take on lease or in exchange, hire or otherwise acquire any moveable and immoveable property, easements, machinery, plants, stock in trade, and any patents and patents rights or privileges which the Company may think necessary and convenient for the purposes of its business.
 - (h) To develop and turn to account any land acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and erections and by planting, paving, draining, farming, cultivating or letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants or others.
 - (i) To sell the moveable and immoveable property of the Company, or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other Company having objects altogether or in part similar to those of this Company.

(j) To distribute any of the property of the Company among the members in specie but so that no distribution amounting to reduction in Capital be made without the sanction of the Tripura Durbar.

(k) To make, accept, endorse and execute ~~pro~~ssory notes, bills of exchange and other negotiable instruments.

(l) To invest the moneys of the Company not immediately required upon such securities as may from time to time be determined.

(m) To lend money and in particular to customers of, and persons having dealings with, the Company.

(n) To raise money in such other manner as the Company shall think fit and by the issue of debentures charged upon all or any of the Company's property (both present and future) including its uncalled capital and to apply the same or any part thereof for all or any purpose of the Company.

(o) To establish and maintain circulating libraries, reading rooms, baths, lavatories, tennis courts, bowling alleys, pleasure grounds, billiard rooms, and other convenience for the recreation and use of the Company's customers.

(p) To establish agencies or branches for the purpose and sale of goods of all descriptions to the State of Tripura or elsewhere in India or foreign countries and to undertake the management of any company or companies having objects altogether or in part similar to those of this Company.

(q) To confirm or enter and execute all and every such contract or contracts, agreement or agreements, as shall or may be necessary or expedient for all or any of the purposes aforesaid.

(r) To make and carry into effect arrangements with respect to union of interests or amalgamation either in whole or in part with any other company or person carrying on any business similar to that of this Company upon terms and conditions deemed just and suitable.

(s) And generally to do and perform all such other acts and things as may, in the opinion of the Directors of the Company for the time being, be incidental or conducive to the attainment of the above objects, or any of them.

5. (1) Maharajkumar Durjaya Kishore Deb Barman.

(2) Kumar Ramendra Kishore Deb Barman and all other persons, the total number of whom shall in no case exceed fifty, who have already subscribed and become proprietors in the undertaking and their executors, administrators and successors and assigns respectively shall be and are hereby united into a Company for the purposes hereinbefore and hereinafter mentioned and for those purposes shall be and are hereby incorporated as a private Company by the name of "Khosmshal Hotel Limited" hereinafter referred to as "the Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase, take, hold and dispose

of land and other properties and any other undertaking for the purpose of this Charter and that of the other powers and privileges as a body corporate, provided that on the completion of nineteenth year from the date of ~~the~~ Baishakh, 1349 T. E. the State of Tripura shall be entitled after giving to the Company one Tripura Calendar year's notice of its intention to do so, to purchase the business, assets and stock of the Company including its goodwill and other materials then belonging to the Company at a price for only the buildings, to be determined at the time of the expiry of such notice by an expert selected by the then Minister of the State of Tripura and the Company and the State of Tripura shall have to pay nothing in excess of the value of the buildings only at the time for the purchase of all entire moveable and immovable properties of the Company, and the valuation made by such expert shall be accepted as final. Upon such exercise of the option to purchase as aforesaid by the State of Tripura the purchase price paid by the said State of Tripura as well as the Reserve fund of the Company at the time of expiry of such notice as aforesaid shall be distributed amongst the share-holders (including the State of Tripura) of the Company at that time registered in the books of the Company in proportion to the paid up value of the shares held by them respectively.

6. This Charter shall be in all things valid and effective in law according to the true intent and meaning of the same and shall be recognised as valid and effective by all courts and judges in the State of Tripura and in any part of British India or in Indian State or foreign countries or upon the high seas or elsewhere and to all other persons and bodies politic to whom it may concern and the same shall be taken, construed and judged in the most favourable and beneficial sense for and for the best advantage of the Company in the said courts or elsewhere notwithstanding any non-recital mis-recital, uncertainty or imperfection which may be found therein.

7. The Capital of the Company shall be Rupees Forty thousand only divided into Four hundred ordinary 5 per cent dividend guaranteed shares of Rs. 100/- each.—

(i) that those Four hundred shares shall be divided amongst fifty members of the Company and in no case the number of members shall exceed fifty not including persons who are in the employment of the Company,

Provided that where two or more persons hold one or more shares in the Company jointly they shall, for the purpose of this clause, be considered as a single member.

(ii) that the shares of the Company shall not be transferred to a person, to a body corporate, or to a firm until and unless the proposed transferee is approved at a meeting by the majority of the members present. But this clause shall be no bar to a transfer to heirs, successors, administrators and executors of a share-holder.

(iii) that the Company shall not be entitled to issue any invitation to the public to subscribe for shares or debentures by way of advertisement or otherwise.

8. The Company may with the permission of His Highness the Maharaja Manikya Bahadur of Tripura raise any further capital which it may from time to time think necessary by the creation and issue at its option, of new shares either ordinary or preference and either of one class with like privilege or several classes and with different privileges and of the same or different amount and respectively with any fixed, fluctuating, preference, terminable, deferred or other dividend or wholly or partly by one or more of these modes respectively provided always that the Company shall not issue any share of less nominal value than Rs. 100/- and the number of share-holders shall not exceed fifty as hereinbefore mentioned. In the case of new shares, the same shall not be disposed of to others before offering them in the first place to the existing shareholders at least in proportion to their existing holding.

9. The liability of the members of the Company shall be limited to the amount if any, for the time being, unpaid on the shares in the Company held by them respectively.

10. The Company shall keep at its registered office a register of the names of the share-holders and of their addresses and of the numbers of shares standing in their names and the amount paid up on such shares, and the entries in such a register shall be conclusive evidence of the facts contained therein.

11. Every person whose name is entered as a member in the register of members shall, without payment, be entitled to a certificate under the common seal of the Company specifying the share or shares held by him and the amount paid up thereon : Provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several jointholders shall be sufficient delivery to all.

12. In case a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee and on such terms as to evidence and indemnity as the Directors think fit.

13. No part of the Funds of the Company shall be employed in the purchase of or in loans upon the security of the Company's shares.

14. The Company shall have first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

15. The Directors may from time to time make calls upon the members in respect of money unpaid on their shares, provided that no call shall exceed one-fourth of the nominal amount of the share, or

be payable at less than one month from the last call subject to receiving at least 14 days' notice specifying the time of payment.

16. If the amount is not paid accordingly the shares shall be liable to be forfeited at the option of the Directors.

17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof in the manner to be determined by them.

18. Subject to the provision hereinafter contained shares in the Company shall be transferable by written instrument in the form which the Director shall approve, executed both by the transferor and transferee and the transferor shall be deemed holder of the shares until the name of the transferee is entered in the register of members in respect thereof.

19. The Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

20. The heirs and executors or administrators of a deceased sole holder or joint-holder of a share shall be the only person recognised by the Company as having any title to the share.

21. Any person becoming entitled to a share in consequence of the death or insolvency of a member, shall upon such evidence being produced as may from time to time be required by the Directors, have the right, either to be registered as a member in respect of the share or instead of being registered himself to make such transfer of the share as the deceased or insolvent person could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or insolvent person before the death or insolvency.

22. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to a meeting of the Company.

23. Except as hereinbefore provided no share in the Company shall be transferred to a non-member. Every member or a person becoming entitled to a share by reason of the death or insolvency of the holder thereof, who intends to sell his share shall notify his intention to do so to the Board and the Board shall sell those shares as his agent to any member at a price to be agreed upon, between the vendor and the intending purchaser and in default of agreement, at the market value of the shares to be fixed by the Board. In case the Board is unable to sell those shares within two months of the receipt of the notice, the vendor, after the expiry of two months, may sell the shares not sold as aforesaid to any person at any price, but subject to section 19 of

this Charter, provided that nothing in this section shall debar a shareholder from transferring his shares to a person who is already a member of the Company subject to section 19 of this Charter.

24. Save as herein otherwise provided, the Company shall not be bound by or recognise any equitable, contingent, future or partial interest in any share or any other right in respect of a share except an absolute interest of the person from time to time registered as the holder thereof.

25. The Statutory General meeting of the Company shall be held within a period of not less than one month nor more than six months from the date of the granting of this Charter in accordance with the provisions contained in the Indian Companies Act 1913 as amended in 1936 A. D.

26. The first general meeting of the Company shall be held within eighteen months from the date of granting of this Charter and thereafter once at least in every Tripura Calendar year and more than fifteen months after the holding of the last preceding general meeting at such place as may be prescribed by the Company in general meeting or in default as the Directors shall appoint.

27. The above-mentioned general meetings shall be called ordinary general meetings, all other general meetings shall be called extraordinary general meetings.

28. The Directors may whenever they think fit, call an extraordinary general meeting. An extraordinary general meeting shall also be called on such requisition, or in default, may be called by such requisitionists, as provided by section 78 of the Indian Companies Act.

29. At least fourteen days' notice in writing in the case of a general meeting for the passing of an ordinary or extraordinary resolution and at least twentyone clear days' notice in writing in the case of a general meeting for the passing of a special resolution specifying the time, place, the business to be transacted at the meeting and the intention to propose a resolution as an extraordinary or a special resolution as the case may be, shall be given in such manner as the Directors may from time to time prescribe, to all the registered members of the Company.

30. Two members personally present in the meeting shall form a quorum.

31. Unless a poll is demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact stated therein.

32. A poll shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

33. On a show of hands every member present in person shall have one vote. On a poll every member shall have one vote in respect of each share held by him.

34. In the case of joint-holders, the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint-holders: and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

35. The number of the Directors shall not be less than two and not more than five, excluding the Director to be nominated by the State of Tripura as hereinafter mentioned.

36. (1) The State of Tripura shall nominate one Director on the Board who need not be a member of the Company and the rules relating to the rotation of Directors shall not be applicable to him.

(2) His Highness's Nijtahabil will also nominate one Director on the Board who need not be a member of the Company and the rules relating to the rotation of Directors shall not be applicable to him.

37. At every annual general meeting all the Directors except those nominated by the State and His Highness' Nijtahabil shall retire. A retiring Director shall be eligible for re-election.

38. The remuneration of the Directors shall be determined in the General meeting from time to time and in the absence of any such provision the decision of the Directors will be final.

(a) The first directors of the Company shall be :—

1. Manyabara Raja Rana Bodhjung Bahadur,

2. Maharakumar Karnakishore

Deb Barman Bahadur,

3. Maharakumar Durjaya Kishore

Deb Barman Bahadur,

4. (nominated by

His Highness' Nijtahabil)

5. (nominated by

the State of Tripura).

(b) Unless otherwise fixed by the general meeting the remuneration of each of the first Directors shall be Rs. 5/- five for attending every Directors' meeting exclusive of the travelling expenses to be paid by the Company to attend such meeting.

(c) The Office of Director shall be vacated for the reasons mentioned in article 77, Table A, of the Indian Companies Act.

39. Subject to the supervision and control of the Board of Directors, the business of the Company shall be carried on by a Managing Director or a body of Managing Directors or Managing Agents or a Manager. Maharakumar Durjaya Kishore Deb Barman Bahadur shall hold the office of the first Managing Director with effect

from the 1st of Baishakh, 1349 T. E. and he shall continue to be in the office as aforesaid

(i) Unless :—

- (a) He voluntarily resigns the same in writing
- or (b) He becomes insolvent or bankrupt or he dies,
- or (c) He is found lunatic or of unsound mind,
- or (d) He ceases to hold the required amount of shares qualifying him for Directorship.
- or (e) He is concerned in or participates in the profits of any contract with the Company by using his position as Director of the Company. (But this clause shall not apply if he be a member of such companies which have entered into contract with this Company or which are concerned in or participate in the profits of any contract with this Company).

or (ii) Until :—

- (a) Any defalcation of the Company's funds is proved against him.
- or (b) He shall be removed therefrom by an extraordinary resolution supported by such share-holders of the Company as represent at least three-fourths of the issued Capital of the Company at a General Meeting to be convened for the express purpose and of which twelve Calendar months notice shall be given to each share-holder at his address on the Register of the Company.

40. The Managing Director shall have power to sign and give all receipts, release and other discharges for money payable to the Company and shall have such other powers as may from time to time be delegated to him by the Directors or may otherwise be vested in him by the regulations of the Company for the time being.

41. The remuneration of the first Managing Director shall be Rs. 50/- (fifty) per month with effect from the 1st Baisakh 1349 T. E. But this remuneration may be increased from time to time by the share holders in General Meetings.

42. The Directors shall cause to be kept proper books of account with respect to :—

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place.
- (b) all sales and purchases of goods by the Company.
- (c) the assets and liabilities of the Company.

43. The Directors shall cause to be prepared and to be laid before the Company in General Meeting profit and loss accounts, balance sheets and reports, as required by law or by the State of Tripura, made up

to a date not more than six months before such meeting. The amount recommended to be paid by way of dividend and the amount if any, proposed to be carried to a reserve fund shall be mentioned in the said report.

44. The profit and loss account shall inter alia show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure distinguishing the expenses of the establishment, salaries and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account so that a just balance of profit and loss may be laid before the meeting and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

45. Once at least in every year, the accounts of the Company shall be audited and the correctness of the balance sheet and the profit and loss accounts ascertained and certified by an auditor to be nominated by the Minister of Tripura State, who shall regulate the appointment, rights and duties of the auditor as well as his remuneration which shall be paid out of the funds of the Company. The auditor thus appointed by the Minister shall be deemed to have been vested with powers and duties as mentioned in section 145 of the Indian Companies Act 1913, as amended by Act XXII of 1936 A. D.

46. A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address.

47. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

48. A notice may be given by the Company to the joint-holders of a share by giving the notice to the joint-holder named first in the register in respect of the share.

49. A notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name or by title of the representatives of the deceased, or assignee of the insolvent or by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled or by giving the notice in any manner in which the same might have been given if the death or insolvency had not occurred.

50. Notice of every general meeting shall be given in the manner hereinbefore mentioned to every member of the Company except those

members who have not supplied to the Company an address within India for the giving of notices to them and also to every person entitled to a share in consequence of the death or insolvency of a member, who but for his death or insolvency would be entitled to receive notice of the meeting. Notice of all meetings shall be given in due time to the Directors nominated by the State of Tripura, and His Highness' Nijtahabil, who shall have the right and power of giving votes and shall be deemed members of the Company so far as the proceedings of the meeting are concerned. No other persons shall be entitled to receive notices of general meetings.

51. Any person whom His Highness the Maharaja Manikya Bahadur of Tripura may have the pleasure to nominate to represent Nijtahabil Office shall be entitled to vote according to the provision contained in this Charter in relation to the shares held by the said Office and shall be eligible to be elected a Director and shall exercise all the powers and rights of a share-holder as mentioned in this Charter. The nomination shall be in writing and kept at the registered office of the Company. The nomination may be revoked at any time or from time to time and any other person nominated in the place of the former shall be taken as his substitute with all the powers and rights as stated above, from the date of such nomination.

52. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in getting up and incorporating the Company and may exercise all such powers of the Company as are not, by the Indian Companies Act or any statutory modifications thereof for the time being in force, or by the provisions contained in this Charter, required to be exercised by the Company in general meeting, subject nevertheless to any regulation of this Charter, to the provisions of the said Act and to such regulation being not inconsistent with the aforesaid regulation and provision as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

53. Without prejudice to the general powers conferred by section 52 supra and the other powers conferred by this Charter elsewhere, the Directors shall have power to borrow from time to time and secure payment of any sum or sums of money as may be required for the purpose of the Company.

54. The Directors may secure the repayment of such moneys, upon such terms and conditions, as they think fit, in particular by mortgaging, charging, hypothecating, or pledging any lands, buildings, machinery, goods, securities, investments or other property of the Company or by such means as the Directors deem expedient, subject only to this that in so doing with regard to the buildings and the lands on which they stand the previous sanction of the State of Tripura shall be necessary.

55. The amount for the time being remaining undischarged of moneys borrowed or raised by the Directors for the purposes of the

Company (otherwise than by the issue of share capital) shall not at any time exceed the issued share capital of the Company without the sanction of the Company in general meeting.

56. The Directors shall submit a true copy of the bond of all sorts of mortgages and charges affecting the property of the Company within 21 days from the date of execution or registration thereof, whichever date is later, to the Minister, Tripura State, or to any other officer specially empowered by the Minister or by law for the time being in force.

57. The Directors shall keep a Register of the Directors and shall submit an annual list of members and a summary of particulars relating thereto and notice of any alteration of share-capital or conversion of shares into stock and copies of special resolution and a copy of the Register of Directors and notifications of any changes therein, to the Minister, Tripura State, or to any other officer specially empowered by the Minister or by any law for the time being in force.

58. The Directors shall cause minutes to be kept in books provided for the purpose :—

(a) of all appointments of officers made by the Directors.

(b) of the name of the Directors present at each meeting of the Directors and of any committee of the Directors.

(c) of all resolutions and proceedings of all meetings of the Company and of the Directors and of committees of Directors ; every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for the purpose.

59. The Company may from time to time in general meeting increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.

60. Any casual vacancy occurring in the Board of Directors, may be filled up by the Directors but the person so chosen shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

61. The Company may by an extraordinary resolution remove any Director before the expiration of his period of office, except the Directors nominated by the State of Tripura and His Highness' Nijtahabil Office and may, by an ordinary resolution, appoint another person in his stead ; the person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

62. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary or the

Officer-in-charge of the office shall, on the requisition of a Director, at any time, summon a meeting of Directors.

63. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be three including the Director nominated by the State of Tripura, provided that no business can be done in any meeting at which either the Director nominated by the State or the Director nominated from Nijtahabil office is not present ; but this provision will not apply to any adjourned meeting.

64. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of this Charter as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

65. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit.

66. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

67. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

68. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be open to inspection by the Directors during business hours.

69. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors ; no member (not being a Director) shall have any right of inspecting any account or books or document of the Company except as conferred by law or authorised by the Directors or by the Company in general meeting.

70. Preliminary expenses are estimated to be Rs. 1000/- only.

71. The financial year of the Company shall be counted from 1st Baishakh to the end of Chaitra according to Tripura Era.

72. The Company shall take settlement of land from the State of Tripura for the purpose of erecting buildings, houses, sheds,

godowns, stalls, out-houses, and making gardens, parks, paths, lanes, bye-lanes, drains, tanks, appurtenant to the hotel, on terms and conditions to be settled between the Company and the State of Tripura. If the requisite land is in the possession and ownership of any person other than the State of Tripura, then the Company shall make a declaration in writing to the Minister, specifying the land which it desires to acquire and the purposes to which such land will be put and if it shall appear to the Minister that such land is necessary for the purpose of its business, he shall make necessary arrangements for the acquisition of such land and shall settle the land with the Company on such terms and conditions as deemed fit.

73. The State of Tripura shall have the option to purchase fully paid up shares of the Company of the value equal or approximate to the amount of *Nasar* payable to the State by the Company for the settlement of land as hereinbefore mentioned in lieu of the amount of *Nasar* to be paid in cash.

74. Any infringement, violation or contravention of the mandates, rules, regulations, and provisions contained in this Charter, in the shape of act or omission thereof shall be deemed as an offence triable by a first class Magistrate and every person found responsible for the said infringement, violation or contravention shall, without prejudice to any other liability, be liable to a fine not exceeding one thousand rupees, or a fine not exceeding Rs. 50/- for every day during which the said infringement, violation or contravention continues, and in default, to imprisonment of either description as the Court thinks fit for a period of three months.

75. The Company shall furnish every member with copies of the profit and loss account or the income and expenditure account, balance sheet and the auditors' report on payment of a charge to be determined by the Directors.

The affairs of the Company may be wound up either (a) compulsorily or (b) voluntarily or (c) voluntarily under the supervision of the High Court of Tripura.

77. In the case of winding up the provisions similar to those in the Indian Companies Act VII of 1913 as amended by Act XXII of 1936, or any subsequent statutory modification thereof on the part of the Government of India or rules as near thereto as there can be, shall apply subject to this modification that the High Court referred to therein will mean the High Court of the State of Tripura in its original special jurisdiction and the Registrar of Joint Stock Company shall mean the Minister of State of Tripura or any other officer of the State specially empowered in this behalf.

78. If the affairs of the Company be wound up compulsorily a liquidator shall be appointed for the purpose and the liquidator so appointed shall be known by the name of State Liquidator. The person appointed under clause (b) and (c) section 75 supra as liquidator for

winding up of the affairs of the Company shall be known by the name of "Voluntary Liquidator" or "Voluntary Liquidator under supervision" respectively. The powers of the Liquidators as above will be the same as that of the Liquidators respectively under the provisions of the Indian Companies Act and the said modification thereof.

79. If the affairs of the Company be wound up and the assets available for distribution among the members as such be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding up, on the shares held by them respectively, and if in the winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed among the members in proportion to the capital at the commencement of the winding up, or which ought to have been paid up on shares held by them respectively.

80. In case of disposal of assets at the time of the winding up His Highness the Maharaja Manikya Bahadur of Tripura will have the first option of refusal, and in case the State of Tripura chooses to purchase, the same will be purchased at a fair valuation to be determined by a representative duly appointed on behalf of the Company, and by the then Minister of the State of Tripura, and upon there arising any difference of opinion between them, by a special umpire nominated by His Highness the Maharaja Manikya Bahadur of Tripura, whose valuation shall be accepted as final, and upon such exercise of the option to purchase as aforesaid by the State of Tripura the purchase price paid by the said State of Tripura as well as the Reserve fund, if any, of the Company shall be distributed amongst the share-holders at that time registered in the books of the Company in the manner hereinbefore mentioned.

81. Every Director, Managing Director, Manager, Secretary, Auditor and other officers or servant of the Company shall be indemnified by the Company against all losses and damages incurred by them, and it shall be the duty of the liquidator out of the funds of the Company to pay all costs, losses, and expenses which any such Director, Managing Director, Manager, Secretary, Auditor and officer or servant of the Company may incur and become liable to by reason of any contract entered into or act or deed done by him as such Director, Managing Director, Manager, Secretary, Auditor, officer or servant or in any way in the discharge of his duties, including travelling expenses, and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company, and have priority as between the members over all other claims.

82. No Director, Managing Director, Secretary, Auditor or other officer or servant of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any

receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any money, securities or effects shall be deposited, or for any loss occasioned by any error of judgement or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

83. No member shall be entitled to visit or inspect the Company's properties, stores or belongings without the previous permission of the Board of Directors or the Managing Director or require discovery of any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of trade secret process which may relate to the conduct of business of the Company and which in the opinion of the Board or Managing Director, will be inexpedient in the interest of the members of the Company to communicate to the public.

84. In all other matters relating to the business of the Company for which any provisions similar to those contained in the Indian Companies Act 1913 as amended by Act XXII of 1936 have not been made all the provisions similar to those contained in the said Act and applicable to a Private Company, which are not inconsistent with the provisions of this Charter will apply.

85. In case of an interpellation in any General Meetings as to any subjects at least three days' notice will be given for preparation.

86. In this Charter the word "Minister" or the words "Minister, Tripura State" shall denote the "Minister of Commerce and Industry" for the time being, and the words "Tripura State" or "State of Tripura" shall mean the "Council of Ministers" known as "*Mantri Parishad*."

